CONTRACTS—SATISFACTORY PERFORMANCE.—Plaintiff entered into a contract to paint defendant's house, guaranteeing performance in a workmanlike manner and to the entire satisfaction of defendant. The materials used were of the best quality and the work was done in a workmanlike manner, but defendant was dissatisfied with the spotted appearance of the house, which gradually increased after the job was completed. In a suit for the agreed price, defendant's counsel moved for a directed verdict on the ground that the evidence did not show satisfaction on the part of the defendant. This was refused and the case submitted to the jury on the instruction that the verdict should turn on whether or not the work was well done and a reasonable man would be satisfied. *Held,* that the submission to the jury was proper. *Miller* v. *Phillips* (R. I. 1916), 98 Atl. 59.

Apparently there is a decided conflict in the decisions of the various courts which have been called upon to decide whether or not the contracting party shall be the sole judge of the question of satisfaction. The tendency of the courts in the more recent decisions seems to be in harmony with the reasoning in the principal case. *Waite* v. *Shoemaker & Co.,* 50 Mont. 264, 146 Pac. 736; *Gladding, Mc Bean & Co.* v. *Montgomery,* 20 Cal. App. 276, 128 Pac. 790; *Hawken* v. *Daley,* 85 Conn. 16, 81 Atl. 1053; *Hopkins* v. *Graham,* 149 Mass. 284, 21 N. E. 312; *Keeler* v. *Clifford,* 62 Ill. App. 64. In a large group of cases the courts allow the contracting party to decide whether or not the work done or article manufactured is satisfactory as a condition precedent to the other party's right to recover, if the object of the contract is to gratify personal taste or serve personal convenience. *Barnett* v. *Beggs,* 208 Fed. 255; *Schand* v. *Jandorf,* 175 Mich. 88, 140 N. W. 996; *Hanaford* v. *Stevens & Co.* (R. I. 1916), 98 Atl. 209; *Haven* v. *Russell,* 34 N. Y. Supp. 292; *Moore* v. *Goodwin,* 43 Hun. 534; *Saleski* v. *Clark,* 44 Conn. 218, 26 Am. Rep. 446; *Hausding* v. *Soloman,* 127 Mich. 654. There are some cases which are apparently in conflict with the reasoning of the principal case. *McCarren* v. *McNulty,* 73 Mass. (7 Gray) 139; *Koehler* v. *Buhl,* 94 Mich. 496; *Exhaust Ventilator Co.* v. *Chicago, etc. R. Co.,* 66 Wis. 218. Whether or not a reasonable man would be satisfied under the circumstances is not considered and the absolute right of the party to determine the question is recognized. In many of these cases the same result could be obtained by applying the rule followed in those cases which refuse to allow the promisee to question the ground of decision on the part of the promisor when the fancy, taste, or personal judgment of the promisor are involved.

CORPORATIONS—ACTION AGAINST FOREIGN CORPORATION DOING BUSINESS IN THE STATE WITHOUT LICENSE.—§ 1753 of the Statutes provided that all issuance by the corporation of corporate stock below par should be void. § 1770b (10) declared that all foreign corporations doing business in the state were amenable to the same restrictions as domestic corporations. It was also provided that foreign corporations wishing to do business in the state should register and pay a license fee. The plaintiff seeks on the ground of fraud to recover the money he paid for stock in the defendant corporation, incorporated in another state and not licensed to do business in Wisconsin,

this stock being paid for at considerably below par. *Held,* that the sale was a nullity, that the foreign corporation was subject to the statutes affecting domestic corporations though it had never taken out a license, that the statute expressed a rule of public policy which would be applied by the court even if invoked by neither party, and that the result was that the court would interfere to aid neither. *Thronson* v. *Universal Mfg. Co.* (Wis. 1916), 159 N. W. 575.

It is held almost universally that all foreign corporations—except those which are of religious or charitable nature, or are engaged in commerce, interstate or foreign, or are in the employ of the federal government—are subject to the statutes of the state in which they transact business. But as to the effect of failure to observe the requirements of the statutes there is an almost infinite variety of holdings. Thus it is held that violation of the statute makes a contract void. *Parke, Davis & Co.* v. *Mullett,* 245 Mo. 168; *Hunter W. Finch & Co.* v. *Zenith Furnace Co.,* 245 Ill. 586. That it is enforceable against the corporation, *Gaul* v. *Keil & Arthe Co.,* 199 N. Y. 472; *David Lupton's Sons Co.* v. *Automobile Club,* 225 U. S. 489; *Clifford* v. *Hedrick,* 159 Ill. App. 63; *Mahar* v. *Harrington Park Villa Sites,* 204 N. Y. 231. That it is enforceable by the corporation, *Model Heating Co.* v. *Magarity,* (Del. 1911), 81 Atl. 394. The present case follows the view that such contracts are void. The law of the various states, and often even in the same state, is in chaotic condition on this point and the result is hardship on foreign corporations and on everyone dealing with them. The object of such statutes is always to protect the citizens of the state and domestic corporations from unfair competition, and from the necessity of suing foreign corporations in the state in which they were incorporated and under its laws. By such decisions as those in the present case the object of the statute is defeated by the very court which declares the statute to be based on public policy, and the rights of both citizen and foreign corporation are left unprotected.

CORPORATIONS—CORPORATION AGENT NOT REGISTERED UNDER "BLUE SKY LAW" IS DE FACTO OFFICER AS TO THIRD PARTIES.—The plaintiff paid money to an agent of the defendant corporation, who was not registered as required by the "Blue Sky Law" (Public Acts, 1913, No. 143.). The agent absconded with the money and the plaintiff seeks to recover from the corporation the amount he had paid for the stock, which its officers had refused to deliver. *Held,* that if the agent acted in the name of the president of the corporation, who *was* registered, the sale was lawful, insofar as binding the corporation was concerned. *De Hoop* v. *Peninsular Life Insurance Co* (Mich. 1916), 159 N. W. 500.

The defendants had registered under the Act of 1913 (declared unconstitutional in 210 Fed. 173 and repealed in 1915) and there is no question of *their* right to sell stock. The point raised was that the agent, Brown, was not registered and that the sale by him was therefore a nullity. But the court was "not impressed that the ghost of that act (Act of 1913) yet walks in aid of those who seek to benefit by their failure to observe it when osten-